



User Guide

Framework for Operated and Self Operated Plant Hire

Reference: SWCE-9EAE7N

Issue No.1

1 July 2014 to 30 June 2016

Provision to extend further 2 years

User Guide

Introduction

This User Guide outlines the Framework Agreement in respect of the following:

Framework for Operated and Self Operated Plant Hire

Reference: [SWCE: 9EAE7N]

Lots

The Framework is split over the following Lots:

Lot Number	Description
1	Plant & Operator
2	Self Drive Plant
3	Small Plant
4	Planers and Pavers
5	Portable Building Hire

Awarded Contractors (full details on page 5)

In Alphabetical order only

Lot 1

Al-Vac UK Ltd	B T Wood	Bredon Construction & Haulage Ltd
G & P Agriculture Services	G Crook & Sons	Hewden
Mark Farwell plant Hire Ltd	Roy Stroud & Co Ltd	S R Willmore Plant Hire
Turner	Dave McNally	Langley Civil Engineering Ltd
M B Wilkes Ltd		

Lot 2

Ashtead Plant Hire Co Ltd	G Crook & Sons	Gap Group
Hewden	One Call Hire Ltd	Selwood Ltd
Speedy Asset Services Ltd	Wessex Eagle Plant	

Lot 3

Ashtead Plant Hire Co Ltd	Brandon Hire Ltd	Gap Group
Speedy Asset Services Ltd	Wessex Eagle Ltd	

Lot 4

Arriving Ltd	B T Wood	Fletchamoore Ltd
G Crook & Sons	Jet Plant Hire Ltd	Mark Farwell Plant Hire
The Surfacing Company	Tripod Crest	W T Construction (Poole) Ltd
Willsher Plant	Curtis Contractors	

Lot 5

Brandon Hire Ltd	Gap Group	Garic Ltd
Hewden	Speedy Asset Services Ltd	

Framework Point of Contact

We have endeavoured to outline basic information within the User Guide however if further details are required or you have a query on any aspect of this agreement then please do contact the lead below.

Contact:

Justin Griffiths, Senior Category Manager (Highways, Waste & Environment

Email: j.r.griffiths@dorsetcc.gov.uk Tel: 01305 22 1269

Dorset County Council

Dorset Procurement, County Hall, Colliton Park, Dorchester, Dorset, DT1 1XJ

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[separate document]

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Awarded Contractors' Details

Ref	Company Number	VAT Resgistration	Tender Submitted	Contact Name	Phone Number	Email	Web	Tender Correspondence Address	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Public Liability	Employer Liability
1	4885987	825705722	AL-VAC UK LTD (Mr Mike Howard)	Mike Howard	01202 668001	mike@al-vac.co.uk	www.al-vac.co.uk	Beecroft Nursery, Harvey Road, Wimbor	A	U	U	No	No	5M	10M
2	1864090	507815347	Arriving Ltd \ Tas APPAVERS (Mr Andrew Woodhead)	Andrew Woodhead	01889 560920	andrew@appavers.co.uk	www.appavers.co.uk	Paver House, Dovefields Industrial Est	No	No	No	A	No	5M	10M
3	444569	GB 209/5687/37	Asthead Plant Hire Co Ltd (A-Plant (Miss Lucie Affleck))	Lucie Affleck	01925 281082	tenders@aplant.com	www.aplant.com	102 Dalton Avenue, Birchwood Park, W	No	A	A	U	U	5M	10M
4	sole trader	634 6512 44	B T Wood (Miss Donna Sorrell)	Donna Sorrell	01297 678258	woodsorrell@aol.com	www.btwoodplanthire.co.uk	B. T. Wood Plant Hire, Higher Park Far	A	U	U	A	U	5M	10M
5	1008351	997320973	Brandon Hire Ltd (Mr Nigel Strickland)	Nigel Strickland	M:07545921167	nigel.strickland@brandonhire.co.uk	www.brandonhire.co.uk	Brandon Hire Ltd, 30 New Borough, Wir	No	No	A	No	A	5M	10M
6	2281264	504522385	Bredon Construction and Haulage (Wareham) Limited	Mr Benjamin Frank Crew (Managing Director)	01929 552989 07855 538704	bfcrow@hotmail.co.uk	n/a	Station Garage, Northport, Wareham, D	A	No	No	U	No	5M	10M
7	Partnership	634327645	curtis contractors (mr Alastair Dennis)	Alastair Dennis	T: 01404 861226	curtiscontractors@btconnect.com	n/a	Sunnyfield, Yarcombe, Honiton, Devon,	No	No	No	A	No	5M	10M
8	sole trader	730 2415 78	dave mcnally (jcb-hire) (mr david mcnally)	Dave McNally	T: 01202 661541 M:07850442794	diggery.dave@ntlworld.com	n/a	22 Peverell Road, Hamworthy, Poole, D	A	No	No	No	No	5M	No
9	1540286	GB634466333	eagle plant (wessex eagle ltd) (MR MICHAEL GRIMOLDBY)	Mr. Michael Grimold	M: 07747 625 847	michael.grimoldby@eagleplant.co.uk	n/a	Great Western Business Centre, Beech	No	A	A	No	U	No	No
10	4002143	658742691	Fletchamoor Ltd (Mr Kevin Rigler)	Kevin Rigler	07889777235 01202 624900	kevin@fletchamoor.co.uk	www.fletchamoor.co.uk	North House Farm, Huntick Road, Lytch	No	No	No	A	No	5M	10M
11	sole trader	704 6547 38	G & P Agricultural Services (Mr Geoffrey Martin)	Mrs Patricia Martin	07977432328	pimms_54@hotmail.com	n/a	1,Plover Close, Milborne Port, Sherborn	A	U	U	U	U	5M	No
12	1906911	323 6526 70	G Crook and Sons (Mr Roger Ferris)	Michelle Handel	01305 852064	enquiries@gcrookandsons.co.uk	www.gcrookandsons.co.uk	Stafford House, Prince Of Wales Road,	A	A	U	A	U	5M	10M
13	198823	259793107	Gap Group (Mr Sam Moore)	Louise Crush	0141 225 4600	contracts@gap-group.co.uk	www.gap-group.co.uk	Blenheim Place,Dunston industrial Esta	No	A	A	No	A	5M	10M
14	2220 727	376 2903 33	Garic Limited	Rhian Wadsworth-Administrator.	Tel: 0161 766 8808	rhianw@garic.co.uk	www.garic.co.uk	GARIC LTD - HEAD OFFICE, KINGFISH	No	No	No	No	A	5M	10M
15	SC045681	762 0698 17	Hewden (Miss Suzanne Parkin)	Gemma Jarrett PQQ & Tender Manager	07785 7706672	Gemma.Jarrett@Hewden.co.uk	www.hewden.co.uk	Floor 9 Trafford House, Chester Road, S	A	A	No	No	A	5M	10M
16	2445559	GB 551 3328 64	Jet Plant Hire Ltd (Mr Eddie Bower)	Eddie Bower	01626 365 912 07764 420 094	eddie@jetplant.co.uk	www.jetplant.co.uk	c/o TETLAW, Signal Buildings, Brunel Road, NEWTON ABBOT, TQ12 4FD	No	No	No	A	No	5M	10M
17	4114488	777332993	langley civil engineering ltd (Mr Darren Langley)	Darren Langley	01725 517139 07919576868 (01258) 455219	info@langleyceltd.co.uk	www.langleyceltd.co.uk	Units 2 & 3 ,Manor Farm, Cranbourne, D	A	U	No	No	No	5M	10M
18	2940486	634 5362 42	Mark Farwell Plant Hire Ltd (Mrs Amanda Farwell)	Martin Farwell	(01258) 455219	mfarwell@btconnect.com	www.markfarwellplanthire.co.uk	Downend Farm, Bushes Road, Stourpai	A	U	No	A	No	5M	10M
19	795269	186 2946 24	mb wilkes ltd (mr david fletcher)	Dave Fletcher	T: 01258 857645 M: 07738 739786	dave@mbwilkes.com	www.mbwilkes.com	Henbury Quarry, Old Market Road, Corf	A	No	No	No	No	2M	10M
20	3987596	GB 756532318	One Call Hire Ltd (Mr Andy Green)	Tom Gleeson	T: 020 8443 7126 M: 07803-263377	tom.gleeson@onecallhire.com	www.onecallhire.com	Paragon Centre, 32 Crown Road, Enfield	No	A	No	No	No	5M	10M
21	552595	186474132	Roy Stroud & Co Ltd (Mr William Stroud)	Mr Bill Stroud (Mana	01460 240541	bill_stroud@hotmail.com		Roy Stroud & Co Ltd, 9 West Street, Se	A	U	No	No	No	5M	10M
22	sole trader	586 3996 65	S R Willmore Plant Hire (Mr Stewart Willmore)	Mr Stewart Willmore	07778 210847	Billywillmore@hotmail.co.uk		Stepps Farm, Lee Lane, Bradpole, Brid	A	U	No	No	No	5M	10M
23	494547	188 7246 15	Selwood Ltd (Mr Depesh Dayal)	Depesh Dayal	02380 250111	depesh.dayal@selwood.co.uk	www.selwood.co.uk	Bournemouth Road, Chandlers Ford, Ea	U	A	U	U	U	5M	10M
24	6847930	151 6295 70	Speedy Asset Services Limited (Miss Sarah Dawson)	Tony Kilroy	01942 327388	tony.kilroy@speedyservices.com	www.speedyservices.com	Chase House, 16 The Parks, Newton-le	No	A	A	No	A	5M	10M
25	4420885	846504715	The Surfacing Company (Mr Barry Draper)	Will Hadfield	01202 240375 07831 610614	will@thesurfacingcompany.co.uk	www.thesurfacingcompany.co.uk	The Surfacing Company Ltd, Unit 2, 106	No	No	No	A	No	5M	10M
26	2829115	623 8012 67	Tripod Crest Ltd (Mr. Steve Cooper)	David Smith South West Area Manager	01278 773949 07764 152817	Dave.smith@tripodcrest.co.uk	www.tripodcrest.co.uk	Tripod Crest House, Ross Road, Weed	No	No	No	A	No	5M	10M
27	Partnership	634 6521 43.	Turner (Mr Graham Turner)	Mr G. L Turner	T: 01935 873217 M: 07582439860	louisette_turner101@hotmail.com	n/a	3 School Lane Chetnole, Sherborne, Do	A	No	No	No	No	5M	10M
28	sole trader	356 7008 48	Willsher Plant (Miss Ruth Willsher)	Sam Ward Commercial Manager	01637871474 07795464778	sward@willsherplant.com	www.willsherplant.com	Treloy Business Park, Trebarber, Newq	No	No	No	A	No	5M	10M
29	3599155	717660623	WT Construction (Poole) Ltd (Mr Peter Whelan)	Mr. Peter Whelan	M: 07976 239122 T: 01202 620541	wtconstructions@btconnect.com	www.wt-construction.co.uk	Selby's Yard, Huntick Road, Lychett Ma	No	No	U	A	No	5M	10M

Operation of the Framework

1. Use of Framework

- 1.1. Contracting Bodies are permitted to use the Framework as below in accordance with Regulation 19 of the Public Contracts Regulations 2006 (and any subsequent amendment or re-enactment thereof)
- 1.2. Unless specifically advised otherwise, goods and services will be delivered directly to the Contracting Body concerned in accordance with the Specification contained within this Invitation to Tender and Framework Agreement (or the updated Specification contained within a Contracting Body's specific tender document, if the Contracting Body chooses to run further competition).

2. By Direct Award

- 2.1. If the Council decides to source Services through the Framework Agreement it may award a Call-Off Contract in accordance with the terms of the Framework Agreement without reopening competition.
- 2.2. The Council may carry directly award a Call-Off Contract if a comparison is possible between the Contractor's provision, which for this Framework will primarily be in consideration of the rates submitted as set out in the Price Schedule, and the Contractor has capacity plus the ability to meet the requirements of the Call-Off Contract such as delivery.
- 2.3. Using this approach, the Council may not reopen competition under the Framework and will not engage in substantive negotiations with the Contractor.

3. By Conducting Further Competition

- 3.1.1. Where the terms laid down in the Framework Agreement are not precise or complete enough for the particular call-off, further competition will be held amongst all those Contractors on the Framework Agreement that are capable of meeting the particular requirement.
- 3.1.2. The basic terms and conditions of the Framework cannot be renegotiated and the specification used in setting up the Framework cannot be substantively changed.
- 3.1.3. **Price:** The Council may conduct further competition based on evaluation of 100% price where it is seeking best price from Contractors to meet the particular circumstances of the individual Call-Off Contract, and no element of quality is to be evaluated.
- 3.1.4. **Price and Quality:** The Council, when conducting further competition, may at its option vary the % weighting ratios of Price and Quality as part of any further competition if both quality and price are to be evaluated.
- 3.1.5. The Council may wish to conduct further competition to reflect particular circumstances for the individual call-off and weigh the evaluation / award criteria according to the Council's requirements.
- 3.1.6. Examples of possible requirements are:
 - particular delivery timescales;
 - particular invoicing arrangements and payment profiles;
 - additional security needs;
 - incidental charges;
 - particular mixes of rates and quality;
 - where the terms include a price mechanism;
 - individual special terms (e.g. specific to the particular products/services that will be provided to meet a particular requirement under the Framework).
- 3.2. Tenderers are further advised of the following in respect of further competitions:
 - 3.2.1. The Council may opt to use electronic methods for running further competitions and evaluation of tenders will be included within the electronic process;
 - 3.2.2. Equally, the Council may opt to use non-electronic methods;
 - 3.2.3. Interview, presentations and/or site visits may be required as part of the process of further competition;
 - 3.2.4. An electronic reverse auction may be conducted as part of the contract award process at further competition stage (even though an e-auction was not used to appoint Contractors onto the Framework itself)
 - 3.2.5. Whilst further competition is likely to be conducted by the Council, further competition may also be run by the Council on behalf of a collaboration or group of End Users where necessary or desired.

Award Criteria

Submitted tenders were evaluated to find the most suitable Tenderer who can meet the Specification and provide competitiveness of price.

Evaluations were carried out by officers of the Council who followed systematic and comprehensive process in accordance with the Council's procedures, using the following evaluation criteria and weightings:

Lot Number	Description	Company Questionnaire	Technical Quality Questions	Price
1	Plant & Operator	5%	25%	70%
2	Self Drive Plant	5%	25%	70%
3	Small Plant	5%	25%	70%
4	Planers and Pavers	5%	25%	70%
5	Portable Building Hire	5%	25%	70%
Technical Quality Questions Sub-Criteria Weighting			Weighting (out of 100)	
Health and Safety			30	
Service Delivery			30	
Environment Protection			20	
Capability & Administrative			20	

Details of Framework Agreement

1. Background

- 1.1. The Council placed a contract notice in the Official Journal of the European Union (OJEU ref 2014/S 069-118984 publication date 08/04/2014) seeking expressions of interest from providers for operated and self operated plant hire.
- 1.2. The Council sought tenders to establish a Framework Agreement with suitable Contractors to supply and deliver operated and self operated plant.
- 1.3. In setting up the Framework, the Council is acting as lead authority on behalf of the Contracting Bodies who may access the Framework.
- 1.4. The requirements are predominantly for the following Council Authorities:-
Dorset County Council (Dorset Highways Operations)
Borough of Poole.
Bournemouth Borough Council.
- 1.5. A framework agreement is an agreement which establishes the terms under which the Contractor will enter into one or more contracts ('call-off contracts') with the Council in the period during which the framework applies. Being appointed onto a framework is not a guarantee of business

2. Scope

- 2.1 Dorset County Council (DCC), Dorset Highways Operations (DHO) hires operated and self operated plant, machinery and equipment to supplement the Dorset County Council (DCC) owned fleet and equipment. This framework is for the provision of operated and self operated plant hire mainly for use by Dorset Highways Operations but is available to use by other Departments within the Authority.

The framework lot structure is as follows:-

Lot 1 – Plant & Operator
Lot 2 – Self Drive Plant
Lot 3 – Small Plant

3. Structure

- 3.1. The Council has appointed 29 suppliers to the Framework across all 5 lots. Details of the framework award are detailed under awarded contractor's details.

4. Duration

- 4.1. The Framework shall be for an initial 2 year period, commencing on 1 July 2014 and ending on 30 June 2016. There is a provision to extend by a further 24 months, at 12 month intervals, subject to satisfactory performance.

5. Potential Contracting Bodies / End User Establishments and Geographical Area

- 5.1. The following authorities were specifically named on the OJEU notice:
- Bournemouth Borough Council
- Borough of Poole
- 5.2. Regions in England: Main Regions South West
See link -
http://www.swcouncils.gov.uk/media/documents/Local_Authorities_in_the_South_West_2010_list.pdf

6. Classification of End User Organisations

- 6.1 Local Authority Councils: County, Unitary, District and Borough Councils. (Parish and Community Councils are also permissible users)
See link: <http://www.direct.gov.uk/en/DI1/Directories/Localcouncils/index.htm>

7. Pricing Terms for Other Contracting Bodies

- 7.1. The authorities named at 5.1 may access the Framework based on an agreed schedule of rates.
- 7.2. Other potential contracting bodies may access the Framework based on an agreed schedule of rates plus 1% uplift. The rates would be sought from the framework provider in accordance with the individual contracting bodies' requirements.
- 7.3. The 1% provides for the retrospective rebate payable to the Council by the Contractor in respect of sales accrued by other Contracting Bodies.

Specification for

Dorset County Council

Hire of Operated and Self Operated Plant framework 2014

Tender Schedule 1 - Specification and Lots Awarded

FINAL V5 (3 April 2014)

1. Scope of the service

During the Term of the framework the Council may require a range of plant and vehicles to supplement its own in-house resources.

Due to uncertainties surrounding future budgets for highway maintenance and on-going investigations into purchasing rather than hiring some items of small plant, the Council provides no guarantees as to the volume or value of hire periods and any quantities referred to are provided for indicative purposes only

A contractor may be approached with the Council's requirements and asked if he is able to provide the particular services required at that time. If the contractor is able to meet the Council's requirements (and their previous performance has been satisfactory) then the Council's representative will issue a purchase order for the provision of the required services at the Contract rates and prices.

A tenderer is only required to submit rates and prices for those items of the service for which he wishes to be considered. Throughout this Specification the following definitions shall apply:

"Council" shall mean Dorset County Council, Bournemouth Borough Council and Borough of Poole.

"Driver" or "Operator" shall mean the employee or sub-contractor hired to operate the vehicle.

"Plant" and / or "Vehicle" shall mean any item hired under this framework.

2. General

The contractor shall provide a reliable and cost effective plant and vehicle hire solution to the Council fully meeting the Framework and Call Off Contract requirements.

Hire periods usually last between 1 and 28 days however there are occasions when hire periods will be up to 12 months.

During the hire period no mileage or other usage restrictions shall apply and costs and arrangements for fuel (operated plant only), routine maintenance and servicing are the entire responsibility of the contractor.

The contractor will follow the Council's reasonable instructions during the hire period and vehicles and plant will solely be employed on Council business during hire periods.

3. Contractor's obligations

The Contractor shall as a minimum:

- Oversee the provision of services to ensure that they are delivered in accordance with the provisions of this contract;
- Work with the Council to identify and implement cost saving initiatives as appropriate;
- Provide advice on best options, prices, answering queries, dealing with complaints etc;
- Provide and review Key performance Indicator information reports and other management information including attendance at quarterly contract review meetings as required;
- Advise the Council on innovations and improvements / industry best practices which may lead to reductions in hire expenditure and plant and vehicle emissions.

4. Hours of Service

Normal (core) operating hours in relation to the provision of services shall be:

8 hours per day between 07:00 to 18:00 Monday to Saturday (excluding Bank and Public Holidays)

Non core hours are those authorised by the Council for the contractor to work outside of the core hours.

Any core and non- core hours worked by the contractor that have not been authorised by the Council will not be paid for.

The Contractor shall comply with all current relevant rules relating to drivers hours and the keeping of records. This contract provides for the following rest periods for the contractor which may be taken in whole or in part during the period of the working hours:

Up to 8 hours worked (7 hours on a Friday) = 30 minutes rest period
8 hours or over worked (7 hours on a Friday) = 45 minutes rest period
4.5 hours driving = 45 minutes rest period

There may be exceptions to these working hours for example response to emergencies where hours of work cannot be determined prior to commencement of the hire period.

An out of hours service may be required by the Council from time to time for any collection, delivery, recovery or maintenance of plant and vehicles.

An out of hours emergency contact telephone number shall be provided by the contractor.

5. Personal protective equipment

The contractor must ensure that his employees and sub-contractors are issued and wear at all times appropriate safety clothing and equipment which is CE marked in accordance with the Personal Protective Equipment Regulations 2002 and other relevant legislation. This clothing and equipment must be in good order and be stored, used and worn correctly.

Upon request the Council may supply the contractor with personal protective equipment which will be charged accordingly.

6. Hand-arm and whole-body vibration

The contractor's attention is drawn to the requirements of the Control of Vibration at Work Regulations 2005 and the Code of Practice for Noise and Vibration Control on Construction and Open Sites BS 5228-2:2009.

Exposure action values and exposure limits must be clearly indicated through means of HAV tags on relevant items of plant hired to the Council under this contract.

7. Control of Noise

The contractor's attention is drawn to The Control of Noise at Work Regulations 2005, the Code of Practice for Noise and Vibration Control on Construction and Open Sites BS5228-1:2009 and Sections 60 and 61 of the Control of Pollution Act 1974.

All activities with plant and vehicles hired under this contract must be operated so as to minimise noise emissions. Any plant or vehicles in intermittent use shall be shut down during periods of inactivity or where this is not practical shall be throttled back to a minimum.

The contractor shall ensure that items of plant and vehicles hired under this contract are fitted with effective exhaust silencers and that all parts of exhaust systems are maintained in good repair so that extraneous noises from mechanical vibration, creaking, squeaking etc. shall be reduced to a minimum.

8. Lifting equipment

The contractor's attention is drawn to the Lifting Operations and Lifting Equipment Regulations 1998.

Where applicable, lifting equipment hired under this contract shall be CE marked, possess a Declaration of Conformity and comply with the UK Supply of Machinery (Safety) Regulations.

Inspection frequencies must comply with the Lifting Operations and Lifting Equipment Regulations 1998.

The contractor shall fully cooperate with the Council to ensure that all lifting operations involving the use of lifting equipment hired under this contract is properly planned by a competent person, appropriately supervised and carried out in a safe manner.

All lifting equipment shall be clearly marked with the safe working load (SWL).

9. Provision and Use of Work Equipment Regulations 1998 (PUWER)

The contractor's attention is drawn to the Provision and Use of Work Equipment Regulations 1998 (PUWER).

For operated plant and vehicles the operator is responsible for carrying out daily inspections and updating routine maintenance logs.

For self operated plant and vehicles the contractor is responsible for providing sufficient daily inspection sheets to cover the hire period.

For operated and self operated plant, where new items are supplied in additionally the contractor shall ensure compliance in relation to CE marking and Declaration of Conformity.

In all cases, plant and vehicles supplied under this contract shall:

- Be fit for purpose and correctly installed;
- Safe to use and inspected regularly to ensure that it is maintained in a safe condition;
- Provided with appropriate safety and usage instructions;
- Accompanied by suitable health and safety protection measures;
- Only be used by operators who have received adequate information, instruction and training

The Council's recommended inspection frequency is 6 monthly and this is the minimum requirement for plant and vehicles hired under this contract.

10. Sites and Depots

The contractor shall comply with specific site safety rules for Council depots. This includes signing in, traffic management arrangements and personal protective equipment requirements.

For specific work sites, a contractor providing operated plant will require to be inducted and follow site specific safety rules and cooperate full with the Council in the observance of relevant method statements and risk assessments.

Failure to observe Council safety rules and instructions relating to site and depot method statements and risk assessments will result in the removal of the contractor from the site.

11. Ordering arrangements

The contractor shall provide systems which allow the Council to hire plant and vehicles by means of e-mail and electronic purchasing systems.

In certain circumstances orders may initially be via telephone (then backed up by e-mail). Orders can only be confirmed by an official purchase order from the Council which must then be quoted on the contractor's invoice raised for the corresponding hire period.

Purchase orders will contain the following information:

- The official order number (as at clause 6.2 of the call off terms)
- The contractor's name and address;
- The name of the Authority hiring the plant or vehicle;
- A named individual requiring the hire (the Council's representative)
- The contact telephone number of the Council's representative
- The types and numbers of plant or vehicles required;
- The date, time and place of commencement of the hire period and duration

If a vehicle or plant requested is not available, the contractor may by agreement provide a suitable alternative with similar or greater performance. If an upgrade is provided the hire rate for

the originally requested item shall be charged by the contractor however if the item provided is a lower standard the cost of hire shall be from the lower performance category. The contractor shall seek approval for any such changes prior to the commencement of the hire period.

Following a booking, the contractor shall make requested vehicles and plant available within the timescales indicated within the pricing schedule.

A summary of all items of hired plant and vehicles on hire at that time only shall be supplied by the contractor to the Council's purchasing team by 10.00am each Monday.

12. Delivery

The contractor shall supply the item of plant or vehicle (or vehicle and operator) on the date, time and location specified in the purchase order and in accordance with the instructions of Council at the prices agreed in the contractors tendered rates.

The hire period shall commence at the time requested or when the vehicle (or vehicle and operator) arrive at the specified location, whichever is later, provided the Council does not choose to exercise its right to refuse a late delivery.

Delivery costs are as stated in the contractor's tendered rates and for the avoidance of doubt are one-way only.

Hired plant and vehicles delivered by the contractor to the Council must be signed for by the Council's representative. Under no circumstances shall the contractor deliver an item of hired plant or equipment without it being properly received and signed for by the Council's representative and such plant and vehicles will be treated as undelivered.

For plant or vehicles with operators only hours worked on site during the hire period will be paid at the contractor's tendered rates. No travel time to and from site will be paid by the Council.

The contractor shall be responsible for the delivery, unloading and generally making fit for use the item of hired plant or vehicle ready for the commencement of the hire period. Subsequent movement of the hired item of plant or vehicle within the delivery location will be the Council's responsibility.

The Council reserves the right to relocate an item of hired plant or vehicle and will notify the contractor by the following working day of any such move.

13. Collection

For operated and self operated plant, the Council will provide reasonable notice to the contractor of the anticipated off hire date.

Self-Operated Plant will only be off hired when officially released through verbal confirmation by the Council's representative.

For operated plant, the hire period ends when the vehicle and operator are released by the Council's representative from the specific task.

The contractor shall ensure that, where an item of plant or vehicle has ended its hire period the item of plant or vehicle is removed promptly at a time agreed with the Council or by the next working day at the latest. The contractor will be bound by all obligations under this contract until such time as the vehicle is off hired by the Council.

Responsibility for the security of off hired items of plant and vehicles will transfer to the contractor when collected from the premises or at 4.00pm on the next working day following the day that the hire period ended, if the off hired items have not been collected.

The Contractor shall provide an off hire reference number for each item of plant, equipment and vehicles that the Council off hires.

14. Cancelled or abortive delivery and collection

In the event that ordered plant or vehicles require cancellation, the Council shall notify the contractor by 2.00pm the day prior to the commencement of hire and no charges shall apply for such properly made cancellations.

Where the Council cancels a hire period for plant or vehicles after 2.00pm the day prior to the commencement of the hire period and the item of plant or vehicle has already been delivered as specified or is in the process of being delivered, the contractor shall be entitled to a delivery fee which shall not exceed one day's hire charge.

Where the contractor has attempted to collect an item of plant or vehicle as agreed with the Council and the item of plant or vehicle is not available, the contractor shall be entitled to a collection fee which shall not exceed one day's hire charge. To avoid any misunderstanding, the Contractor must notify the Council where a collection has been arranged but the item of plant or vehicle is not available.

The contractor shall process any amendments or cancellations of orders and notify the Council in advance of cancellation fees arising.

15. Timesheets

For hire periods the contractor's employee must complete the Council's official timesheet. This completed timesheet must be approved and signed by the Council's representative and must accurately record actual hours worked including non-core hours worked and shall clearly indicate rest periods, down time and any other time agreed not to be paid for. In addition the timesheet must clearly display a correct purchase order number.

Timesheets are available either from the place of hire indicated on the purchase order or from one of the Council's depots. At the commencement of the hire period the Council's representative will inform the contractor of the process for ensuring timesheets are completed accurately and authorised (signed).

Where practicable to do so timesheets will be made available to the contractor in advance of the hire period.

Completed timesheets must be returned to the Council's representative by 10.00am each Monday or sooner if the hire period ends before that.

It is the contractor's responsibility to ensure that timesheets are completed in an accurate and timely manner.

Failure to properly complete timesheets and secure authorisation may result in hours worked or services provided not being paid for or delayed payment.

The Council will not make deductions for stoppages beyond the control of the contractor e.g. resulting from winter maintenance duties or call outs to deal with emergency situations. This is

applicable to non-core hours worked unless agreed prior to the commencement of hire by the Council's representative.

Invoices relating to contractor's employee hours worked must include a copy of the relevant timesheet.

16. Vehicle specification

All vehicles shall:

- Conform to the manufacturer's minimum UK specification (including where applicable, spare wheel (or equivalent), wheel brace and jack)
- Be maintained according to the manufacturer's recommendations
- Be fit for purpose, roadworthy and meet all legal compliance requirements currently in force
- Where applicable meet all VOSA operator licensing requirements and display a valid "O Licence" disc
- Where applicable display the appropriate road fund licence on the windscreen
- Where reasonably possible, be compliant with best industry practice available at the commencement of hire
- Where reasonably possible, all commercial vehicles to comply with Euro 5 standards as a minimum
- Identify their plant and equipment clearly with the company name, contact details and identity reference.

17. Vehicle and plant maintenance

The contractor shall provide a comprehensive breakdown, recovery and repair service for all items of hired plant and vehicles at all times and with no additional cost to the Council.

For vehicles hired under this contract the contractor shall be responsible for arranging (at it's own cost) for all repairs and routine maintenance of plant and vehicles in accordance with the manufacturer's recommendations including but not limited to tyre, battery and exhaust replacements.

Payment and arrangement of puncture repairs to tyres on operated plant in Lot 1 and 4 will be the entire responsibility of the contractor. Payment and arrangement of puncture repairs to tyres on self operated plant in Lot 2 will be the entire responsibility of the Council.

Upon notification by the Council by telephone of any breakdowns or faults that render the item of hired plant or vehicle unfit for use the contractor shall attend the location of the hired plant or vehicle within 2 hours to commence remedial work necessary.

The Council shall be permitted reasonable access to the contractor's vehicle and plant inspection and DVSA (formerly VOSA) Operator Compliance and Risk Score records upon request.

18. Fuel

Plant and vehicles hired shall be delivered with a full tank of fuel and the Council will off hire plant and vehicles with a full tank of fuel unless otherwise agreed in advance. The Council will not pay fuel charges unless evidenced by the Council's representative at the point of hire or upon its off hire.

For hired plant and vehicles with operator, the contractor shall at his own expense, refuel the item of plant or vehicle with sufficient frequency to ensure that the item of plant or vehicle is operable during the hire period.

19. Damage caused to hired plant and vehicles

If damage is caused to hired plant and equipment where it is proven that the damage is due to the acts or negligence of the Council or its representative then the Council will be liable for the reasonable cost of repairs to the value of the item in the condition immediately prior to the damage.

Any damage to plant and vehicles will be notified and evidenced to the contractor within 24 hours. Retrospective claims for repairs to damage will not be reimbursed and any claim for damage will need to be evidenced and authorised by the Council representative in advance.

20. Replacement plant and vehicles

In the event of a breakdown, accident or similar occurrence which renders the vehicle unfit for use, the contractor shall provide a replacement within 2 hours (following the initial 2 hours to respond to a breakdown) unless otherwise agreed with the Council's representative.

Where plant and vehicles require collection and replacement either temporarily due to PUEWER checks or more permanently due to damage, the discounted rates for long term hire will remain in place for the direct replacement item.

21. Accident and incident reporting and insurance

All accidents which must be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 must be reported immediately to the Council and the Health and Safety Executive with a copy of the written report to the Council.

The Contractor will retain responsibility for insuring operated plant and vehicles hired under this Contract.

During the hire period, the Council shall offer to the contractor the same degree of security to the plant or equipment as it would for its own items of plant or vehicles or similar value.

The Council shall not be responsible for any costs arising from loss or damage to a vehicle or item of plant caused by the actions or negligence of the contractor's employees or sub-contractors.

Where a third party is responsible for any loss or damage arising to a vehicle or item of plant, and the Council has provided to the contractor full details of the incident including, where available the third party's insurance details, the contractor will not pursue the Council for any payment but will handle any claim directly through their own or the third party's insurance.

22. Drivers and operators

For hire of plant and vehicles with operator, the contractor shall ensure that operators hold all licences and certificates relevant to the vehicle on hire and valid for the hire period in line with current relevant legislation.

The contractor shall ensure that, where required by law, all its operators receive appropriate levels of driver CPC and CPCS training.

23. Penalties and fines

The contractor shall pay all penalties and fines incurred by a vehicle when operated by the contractor's employees, sub contractors or other representatives including parking fines and road traffic offences.

24. Environmental compliance

The contractor shall comply with current relevant legislation concerning the handling of waste and shall cooperate with the Council in respect of recycling and re-use initiatives.

The contractor shall comply with the Council's waste management policies and procedures and shall take all necessary measures to prevent pollution of water, land and air.

The contractor shall be a registered waste carrier and shall cooperate with the Council to ensure that either season ticket annual waste transfer notes or standard waste transfer notes are completed for all movements of waste.

Road planings remain the sole property and responsibility of the Council who will utilise the vast majority generated through road reconstruction works in Council recycling schemes.

25. Management information

The contractor shall make available to the Council reasonable management information reports as requested from time to time. The contractor shall be responsible for the integrity of this data at all times.

Management information may include but not be limited to order line summaries and spend data.

Lots Awarded

26. Key Performance Indicators

The contractor shall at all times comply with the service levels outlined. Measurement of compliance / performance will be monitored through key performance indicators (KPIs) detailed in the table below. Monthly KPI reports will be submitted by the contractor to the Council's representative and will be considered in detail at quarterly review meetings.

Regular failures in performance may result in the Council opting for alternative suppliers on the framework.

Item	Key performance indicator	Specification	Target
1	Replacement plant and vehicles	The contractor will provide replacement plant and vehicles when required within the timescales stated in paragraph 20.	98%
2	Plant and vehicle	Plant and vehicles are to be made available within the	98%

	availability	timescales stated in Paragraph 12.	
3	Vehicle roadworthiness	All vehicles and plant supplied shall be roadworthy.	100%
4	Operator competence	All drivers and operators shall have current valid licences and certificates allowing them to legally, safely and efficiently operate the vehicle.	100%
5	Plant and vehicle condition	All vehicles delivered shall be in a clean, safe and fit for purpose condition and supplied with a full tank of fuel (unless otherwise agreed with the Council's representative).	98%
6	Complaints to bookings ratio	The contractor will record the number of bookings and register complaints made for each calendar month.	<1% complaints to bookings ratio per calendar month
7	Complaints resolution	The contractor will provide a copy of their complaints log on a monthly basis detailing the nature of complaints and remedial action taken including timescale to satisfactory resolution.	100% of complaints to be responded to within 24 hours of receipt of complaint. 98% of complaints to be resolved or have an agreed action plan in place within 3 working days.
8	Plant and vehicle collection	The contractor to ensure that off hired plant and vehicles are collected within 8 working hours of the end of the hire period.	98%
9	Invoicing	The contractor shall provide the Council with accurate invoices each month.	98% accuracy rate each month

Appendix 1: Call-Off Terms and Conditions

Please refer to stand alone document – Plant Hire Framework Terms and Conditions.

Appendix 2: User Agreement

(External bodies only)

Framework for the Operated and Self Operated Plant Hire

This form is available as a separate electronic document.
Please email: j.r.griffiths@dorsetcc.gov.uk

TO BE COMPLETED BY THE END USER ORGANISATION

Before conducting any activity under this framework, please complete this form and return it (by post, fax or email) to Dorset County Council *(return details below)*.

USER AGREEMENT

I confirm that the End User Organisation detailed below wishes to access the above-mentioned Framework Agreement, and that in doing so the End User Organisation:

- will act in accordance with the guidance and instructions set out in this User Guide and in accordance with the Public Contracts Regulations 2006, as amended;
- will comply in all respects with the Framework Agreement and the Call-Off Contract terms and conditions, which it is deemed to accept in entering into this Agreement, and will not do anything that may put the Contracting Authority in breach of its obligations under the Framework Agreement.
- will inform the Council immediately if it becomes aware of any issue that may give rise to a breach of the Framework Agreement.
- accepts that it is independently responsible for the conduct of its award of Call-Off Contracts under the Framework Agreement and that the Contracting Authority is not responsible or accountable for the conduct of the End User Organisation in relation to the Framework Agreement or for the performance or non-performance of any Call-Off Contract between the End User Organisation and any framework provider.
- will indemnify, defend and hold harmless the Contracting Authority against all actions, claims, costs, expenses and damages arising from any claim by or against any framework provider pursuant to entering into a Call-Off Contract under the Framework Agreement.
- will co-operate with the Contracting Authority to provide all such information as may be required by the Contracting Authority to monitor a framework provider's performance under the Framework Agreement.

Definition: Contracting Authority means Dorset County Council on behalf of the Pro5 Group

I confirm I am authorised to enter into this Agreement on behalf of the User Organisation detailed below:-

Name of User Organisation:	
Address:	
Telephone:	
E-mail:	

Name:	
Position:	
Signature:	
Date:	
Contractor(s) of Interest (if all then state All)	
Lots:	<input type="checkbox"/> Lot 1
	<input type="checkbox"/> Lot 2
	<input type="checkbox"/> Lot 3
	<input type="checkbox"/> Lot 4
	<input type="checkbox"/> Lot 5

Return this form to:

Via Post: Justin Griffiths, Dorset County Council, Dorset Procurement, Level 3 NE Wing, County Hall, Colliton Park, Dorchester, Dorset, DT1 1XJ

Or Via Fax: 01305 22 1269

Or via Email to: j.r.griffiths@dorsetcc.gov.uk

Dorset County Council



Dorset County Council Acknowledgement (To be completed by DCC)

Name:	
Position:	
Signature:	
Date:	

Appendix 3: Feedback Form

(External bodies only : internal users contact Dorset Procurement)

Framework for Operated and Self Operated Plant Hire

This form is available as a separate electronic document.

Please email: j.r.griffiths@dorsetcc.gov.uk

Name of Contracting Body / End User Organisation			
Your Details (Name, Title, E-mail address etc)			
1	Name of Contractor engaged by your organisation		
2	Approximate value of business placed with the Contractor – per annum		
3	Method of procurement?	<input type="checkbox"/> Direct call off	
		<input type="checkbox"/> Further Competition	
4	If via Further Competition exercise, how many Contractors submitted a bid?		
5	Assessment of overall performance of the Contractor	<input type="checkbox"/> Excellent	<input type="checkbox"/> Adequate
		<input type="checkbox"/> Good	<input type="checkbox"/> Poor
6	Assessment of the Contractor performance	<input type="checkbox"/> Excellent	<input type="checkbox"/> Adequate
		<input type="checkbox"/> Good	<input type="checkbox"/> Poor
5	Assessment of Contractual Management performance	<input type="checkbox"/> Excellent	<input type="checkbox"/> Adequate
		<input type="checkbox"/> Good	<input type="checkbox"/> Poor
6	Quality of Contractor's communication, quotations etc	<input type="checkbox"/> Excellent	<input type="checkbox"/> Adequate
		<input type="checkbox"/> Good	<input type="checkbox"/> Poor
7	Any other feedback:		

Notes

Access to Framework – Other Contracting Bodies

Before conducting any activity under this Framework it is a requirement for potential Users to complete the User Agreement (Appendix 2) and return it to Dorset County Council.

User Guide

We have endeavoured to outline basic information within this User Guide however if further details are required or you have a query on any aspect of this agreement then please do contact the lead below.

Contact:

Justin Griffiths, Senior Category Manager – Highways, Waste, Environment

Email: j.r.griffiths@dorsetcc.gov.uk Tel: 01305 22 1269

Dorset County Council



Dorset Procurement, County Hall, Colliton Park, Dorchester, Dorset, DT1 1XJ